

1 Hon. Salvador Mendoza, Jr.  
2

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10

11 UNITED STATES DISTRICT COURT  
12 EASTERN DISTRICT OF WASHINGTON  
13 AT SPOKANE

14 SEASIDE INLAND TRANSPORT,

15 Plaintiff,

16 v.

17 COASTAL CARRIERS, LLC,

18 Defendant.

19 NO. 2:17-CV-0143-SMJ

20 PROPOSED JOINT STATUS  
21 CONFERENCE STATEMENT AND  
22 DISCOVERY SCHEDULE

23 COMES NOW Plaintiff Seaside Inland Transport (“Seaside”) and Defendant  
24 Coastal Carriers, LLC (“Coastal”), by and through their respective attorneys of  
25 record, and jointly propose the following Status Conference Statement and  
26 Discovery Schedule.

27 I. STATUS CONFERENCE STATEMENT

28 a. Parties have notified the Clerk’s Office if they consent to U.S.  
29 Magistrate Judge.

1       b.     Jurisdiction and Venue exist, because Defendant does business in  
2 Chelan County, Washington.

3       c.     Service of Process is complete.

4       d.     The following is a brief description of Seaside's claim and Coastal's  
5 defenses:

6             Seaside alleges that it and Coastal are parties to a 2002 Agency Agreement  
7 that Coastal terminated without paying Seaside the commissions it is entitled and  
8 without paying Seaside the funds it is entitled from the escrow account Coastal  
9 controls.

10            Coastal alleges that it and Seaside are parties to a 2002 Agency Agreement,  
11 that the agreement created a certain agency relationship under which Seaside  
12 served as an agent for Coastal in connection with Coastal's business as a freight  
13 broker, and that Coastal terminated the agreement. Coastal's position, however, is  
14 that it does not owe commissions to Seaside. In addition, Coastal intends to file  
15 counterclaims in this lawsuit that Seaside is liable for \$742,302.67 in unpaid  
16 freight bills because, under the Agency Agreement, Seaside was responsible for  
17 freight bills unpaid by customers of Seaside. Coastal alleges that it paid the  
18 \$742,307.67 to the carriers and \$109,828 in commissions to Seaside but was not  
19 paid by Seaside's customer shipper. Alternatively, Coastal claims that Seaside  
20 must refund the \$109,828 paid by Coastal since the shipper never paid its bill. In  
21 addition, in a third party suit Coastal intends to commence, Coastal claims that  
22  
23  
24  
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26

1 Paul Massingill is liable under the Agency Agreement because, at the time the  
2 contract was entered into, Seaside was a d/b/a for Mr. Massingill. Coastal also  
3 alleges that Mr. Massingill and another company recently formed by him, Service  
4 Driven Transport, Inc., are alter egos of Seaside, and therefore liable for the debts  
5 of Seaside.

7 Seaside denies Coastal's claims, and asserts Coastal was responsible for  
8 unpaid freight bills. Seaside anticipates that Paul Massingill and Service Driven  
9 Transport, Inc., will each deny Coastal's claims.

- 11 e. There is no constitutional challenge to a statute.
- 12 f. This matter will not be pursued as a class action.
- 13 g. No issues need to be certified to the Washington State Supreme Court.
- 14 h. Suggested deadline to amend pleadings is 120 days prior to trial.
- 15 i. Suggested deadline to add additional parties is 180 days prior to trial.
- 16 j. Seaside and Coastal have filed a non-governmental corporate party  
17 statement.
- 18 k. This case does not involve a minor or incompetent party.
- 19 l. Parties' proposed discovery procedure: See Section II below.
- 20 m. There are no pending protective orders or confidentiality agreements.
- 21 n. Anticipated motions and suggested dispositive motion filing  
22 deadlines: The parties may each filing a motion for summary judgment not later  
23 than 120 days prior to trial. Seaside may amend its complaint to assert additional  
24  
25  
26

1 claims against Coastal, such as claims for breach of the covenant of good faith and  
2 fair dealings, conversion, promissory estoppel, unjust enrichment, and  
3 misrepresentation. Paul Massingill and Service Driven Transport, Inc., if made  
4 parties to this action, may also choose to assert claims against Coastal, Coastal's  
5 principal and officer John Dunard, and against Coastal's predecessor in interest,  
6 Coastal Carriers, Inc., such as claims for breach of the covenant of good faith and  
7 fair dealings, conversion, unpaid wages, promissory estoppel, unjust enrichment,  
8 and misrepresentation.

9  
10 Coastal will deny any and all additional claims asserted by Seaside, Paul  
11 Massingill or Service Driven Transport, Inc. In addition, Coastal anticipates that,  
12 if made parties to this suit by Seaside, Mr. Massingill, or Service Driven Transport,  
13 John Dunard and Coastal Carriers, Inc. will also deny any claims asserted against  
14 them. Coastal reserves all rights to deny and object to such claims in the even such  
15 claims are brought.

16  
17 o. Trial

18  
19 Suggested trial dates: April 2, 2018 or April 9, 2018

20  
21 length of trial: 5 Days

22  
23 bifurcation: None

24  
25 Special audio/visual courtroom technology: None

26

1 p. Likelihood of settling or of meaningful dispute resolution: Mediation  
2 or other dispute resolution process may be appropriate after initial discovery is  
3 complete.  
4

5 q. Other matters: The parties will exchange Initial Disclosures not later  
6 than May 26, 2017.  
7

## II. PROPOSED DISCOVERY SCHEDULE

8 Pursuant to FRCP 26(f)(3), the parties jointly offer the proposed discovery  
9 schedule and discovery statement:  
10

11 (A) Discovery may be needed on the below subjects, and discovery should  
12 be completed not later than 120 days prior to trial, and discovery need not be  
13 conducted in phases or be limited to or focused on particular issues:  
14

15 (1) The parties' contractual and other claims against one another;  
16

17 (2) The damages allegedly sustained by each party as a result of the  
18 other's alleged breach of contract or other unlawful conduct;  
19

20 (3) The defenses of each party to the other's claims.  
21

22 (B) There are no known issues about preserving discoverable information.  
23

24 (C) There are no known issues about claims of privilege or protection.  
25

26 (D) No proposed modifications to the standard discovery procedures.  
27

(E) Suggested expert disclosure deadline is: 180 days prior to trial.  
28

(F) Suggested discovery cutoff is: 120 days prior to trial, except for  
29 expert witnesses who may be deposed up to 60 days prior to trial.  
30

(G) No anticipated Fed.R.Evid. 502 agreements.  
31

1 Jointly Presented by:

2 OGDEN MURPHY WALLACE, P.L.L.C.

4 By s/ Brian A. Walker

5 Brian A. Walker, WSBA #26586  
6 Attorneys for Plaintiff

Dated: May 4, 2017

7 LEWIS BRISBOIS BISGAARD & SMITH, LLP

9 By s/ Benjamin J. Stone

10 Benjamin J. Stone, WSBA #33436  
11 Attorneys for Defendant

Dated: May 4, 2017

## CERTIFICATE OF SERVICE

I certify under the laws of the United States of America that on the 4th day of May, 2017, I caused to be filed **Proposed Joint Status Conference Statement and Discovery Schedule** through CM/ECF causing a true and correct copy of the foregoing to be served electronically upon all parties of record.

DATED this 4th day of May, 2017.

s/ Brian A. Walker  
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